

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

STEVEN HO,

Plaintiff,

v.

ARCTIC STORM MANAGEMENT  
GROUP, LLC and ARCTIC FJORD, INC.,

Defendants.

AT LAW AND IN ADMIRALTY

Case no:

**SEAMAN'S COMPLAINT  
FOR PERSONAL INJURIES**

**JURY DEMAND**

Plaintiff Steven Ho ("Plaintiff"), by and through the undersigned counsel, alleges  
as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff is a seaman and brings this action pursuant to the provisions of 28  
U.S.C. §1916 without prepayment of fees and costs and without deposit of security  
therefor.

2. This action is brought under the admiralty and maritime law as modified by the Jones Act, 46 U.S.C. § 30104. This District Court has jurisdiction pursuant to 46 U.S.C. §30104 and 28 U.S.C. §1333.

3. At all times mentioned herein, defendant Arctic Storm Management Group, LLC (“ASMG”) was and now is a Washington limited liability company doing business in Washington, having its principal place of business in Seattle, King County, Washington.

4. At all times mentioned herein, defendant Arctic Fjord, Inc. was and now is a Washington corporation doing business in Washington, having its principal place of business in Seattle, King County, Washington.

5. At all times mentioned herein, the C/P ARCTIC FJORD, No. 940866 (“vessel”), was an American flag vessel operating upon the navigable waters of the United States and high seas.

6. At all times mentioned herein, Defendants owned, manned, operated, maintained and/or controlled the vessel.

7. At all times mentioned herein, specifically including October 16, 2018, defendants employed Plaintiff as a Jones Act seaman and member of the crew in the service of the vessel.

**FIRST CLAIM:  
JONES ACT NEGLIGENCE**

8. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 7 set forth above.

1           9.       Plaintiff alleges upon information and belief, that on or about October 16,  
2 2018, while Plaintiff was engaged in the course of his duties in the service of the vessel,  
3 Defendants was negligent in, among other things:  
4

5               (a) causing, allowing, and permitting the vessel and her  
6 appurtenances to be operated in such a manner as to  
7 unreasonably endanger Plaintiff's safety;  
8

9               (b) causing, allowing, and permitting the vessel and her  
10 appurtenances, including factory freezers, to be in a dangerous, defective  
11 and hazardous condition;  
12

13              (c) failing to warn Plaintiff of impending dangers;

14              (d) failing to provide a seaworthy vessel and a safe method of  
15 operation;  
16

17              (e) failing to provide Plaintiff with a safe place in which to work;

18              (f) failing to promulgate and enforce proper and safe rules of  
19 seamanship in the supervision and conduct of the work;  
20

21              (g) failing to provide sufficient and competent officers and co-employees,  
22 particularly after Plaintiff requested assistance;

23              (h) failing to supply proper gear and equipment, and to inspect and  
24 maintain the same in proper order;  
25

26              (i) failing to prevent excess ice accumulation on the factory freezers;  
27  
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1 (j) improperly requiring plaintiff to lift freezer pans repeatedly without  
2 proper equipment, method, and/or assistance;  
3  
4 and otherwise acted so negligently as to cumulatively and acutely cause Plaintiff to  
5 sustain injuries, *inter alia*, to his right shoulder and biceps while dislodging pans frozen  
6 to the factory freezers.

7  
8 10. As a result of said breaches of Defendants' duties, Plaintiff was hurt and  
9 injured in his health, strength, and activity, sustaining injury to his body and shock and  
10 injury to his nervous system and person, all of which said injuries have caused and  
11 continue to cause Plaintiff great mental, physical and nervous pain and suffering, and  
12 Plaintiff alleges upon information and belief that said injuries will result in some  
13 permanent disability to Plaintiff, all to his general damage according to proof.  
14

15 11. As a further result of said breaches of Defendants' duties, Plaintiff was  
16 required to and did employ physicians and other health care providers for medical  
17 examination, care and treatment of said injuries, and Plaintiff alleges upon information  
18 and belief that he may require such services in the future. The cost and reasonable value  
19 of the health care services received and to be received by Plaintiff is presently unknown  
20 to him, and Plaintiff prays leave to insert the elements of damages in this respect when  
21 the same are finally determined.  
22  
23

24 12. As a further result of said breaches of Defendants' duties, Plaintiff has  
25 suffered and will continue in the future to suffer loss of income in a presently  
26  
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1 unascertained sum, and Plaintiff prays leave to insert the elements of damage in this  
2 respect when the same are finally determined.

3  
4 **SECOND CLAIM:**  
5 **UNSEAWORTHINESS**

6 13. Plaintiff realleges and incorporates herein by reference paragraphs 1  
7 through 12 set forth above.

8 14. On or about October 16, 2018, while Plaintiff was engaged in the course of  
9 his duties in the service of the vessel, the vessel was unseaworthy in that, among other  
10 things:

11  
12 (a) the vessel and her appurtenances were being operated in such

13 a manner as to unreasonably endanger Plaintiff's safety;

14 (b) the vessel and her appurtenances were in a dangerous,

15 defective and hazardous condition;

16 (c) the place where Plaintiff was required to work was unsafe;

17 (d) sufficient and competent officers and co-employees were lacking;

18 (e) sufficient and safe gear and equipment in proper working order were

19 lacking;

20 (f) work in progress was being conducted by unsafe methods

21 without adequate supervision;

22 and the vessel was otherwise so unseaworthy as to cumulatively and acutely cause

23 Plaintiff to sustain injuries, *inter alia*, to his right shoulder and biceps while dislodging

24 pans frozen to the factory freezers.

**THIRD CLAIM:  
MAINTENANCE AND CURE**

15. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 14 set forth above.

16. On or about October 16, 2018, Plaintiff became injured and disabled while in the service of the vessel.

17. Upon Plaintiff's becoming injured and disabled as aforesaid, it became the duty of Defendants to promptly to pay Plaintiff's expenses of his maintenance and cure, as well as his wages to the end of the period of employment for which Plaintiff was engaged, but said Defendants unreasonably failed and neglected to make full payment thereof, despite knowledge of Plaintiff's continuing disability.

18. Plaintiff is entitled to maintenance and cure on a continuing basis until such time as he reaches maximum medical improvement. Plaintiff's injuries required, and will in the future require, medical care.

19. By reason of the premises, Plaintiff has been damaged in sums according to proof for past and future maintenance and cure and unearned wages, the precise amounts of which are presently unascertained, and Plaintiff prays leave to insert the elements of damages in this respect when the same are finally determined.

20. By reason of said neglect of Plaintiff's right to cure, Plaintiff was forced to engage the services of counsel and has incurred and will continue to incur attorneys' fees and expenses for which Plaintiff is entitled to recover.

1 WHEREFORE, plaintiff Steven Ho prays for judgment against defendants ASMG  
2 and Arctic Storm, Inc. as follows:

- 3
- 4 1. For his general damages according to proof;
  - 5 2. For all expenses for health care providers according to proof;
  - 6 3. For all loss of income past and future according to proof;
  - 7 4. For maintenance and cure according to proof;
  - 8 5. For reasonable attorneys' fees and expenses;
  - 9 6. For prejudgment interest according to general maritime law;
  - 10 7. For Plaintiff's costs of suit incurred herein; and
  - 11 8. For such other and further relief as this District Court deems just.
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- 14

15 DATED this 17<sup>th</sup> day of August, 2021.

16  
17 ANDERSON CAREY WILLIAMS & NEIDZWSKI

18  
19 /s/ Douglas R. Williams  
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26 Attorneys for Plaintiff

27  
28 **JURY DEMAND**

Plaintiff demands trial by jury of all issues in this cause.